**BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED**

**BID ENQUIRY NO:**

**BESCOM/2025-26/SE0258/call-5**

# Instructions to Bidders

VOLUME 1, SECTION II

# Instructions to Bidders (ITB)

## A. INTRODUCTION

## 1. GENERAL INSTRUCTIONS

The Bengaluru Electricity Supply Company, Bengaluru invites tender for **Availing 34 Nos of vehicle services required for commutation of officers of Kolar Circle, BESCOM for a period of two years**. All bids shall be prepared and submitted in accordance with the instructions stipulated in the tender document.

**Qualifying Requirements of Bidders:**

Eligibilities and Qualifying Requirement for Bidders: As enumerated in IFB - 14.0.

## 2. Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

**a. Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.**

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

**b. Part II: PRICE PROPOSALS:**

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** in the Karnataka Public Procurement portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain unit price, tax structure as applicable like CGST, SGST/IGST and etc., in KPP portal.

## 3. COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre- bid and post-bid discussions, technical and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. THE BIDDING DOCUMENTS

## 4. CONTENTS OF BIDDING DOCUMENTS

4.1. The details of services required, bidding procedures and Contract terms are

prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

| | |
|---|---|
| Bid Documents | Bid Documents in the following format will be available in the web site. |
| | Section 1 - IFB-Invitation for Bids |
| | Section 2 - ITB-Instructions to Bidders |
| | Section 3 - GCC-General Terms and Conditions of Contract |
| | Section- 4) Techno-commercial sheets |

4.2. Any amendment or addendum issued by BESCOM prior to bid opening shall constitute integral part of the bid.

4.3. The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required as per the bidding documents, or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder‟s risk and may result in the rejection of the bid.

## 5. UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and conditions in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder’s risk and may result in the rejection of their bid.

## 6. CLARIFICATIONS ON BID DOCUMENTS

6.1. If the prospective Bidder finds discrepancies or omissions, in any terms/conditions and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner.

6.2. A prospective Bidder requiring any interpretation/clarification of Bid Documents may notify the Owner in writing or through KPP Portal within the date notified in the KPP Portal as well as Bidding documents. The Clarifications to the queries will be issued in the KPP Portal to any request which is received not later than the date indicated in the Bid document and the KPP portal, if found necessary.

6.3. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to THE CHIEF GENERAL MANAGER (Ele), PROCUREMENT, 2nd FLOOR, 2ND BLOCK, CORPORATE OFFICE, BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM), K.R. CIRCLE, BENGALURU-560 001 on or before the date and time as mentioned in the KPP platform/ Bid Document.

6.4. Requests for clarifications received subsequent to the mentioned date will

not be entertained.

6.5. Verbal clarification and information given by BESCOM or its employee(s) or its representative(s) shall not in any way be binding on the BESCOM.

## 7. AMENDMENT TO BIDDING DOCUMENT

7.1. BESCOM reserves the right to issue amendments or clarifications to the specifications and documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably upload such documents there on as a part of their bids. All such amendments, clarifications etc., shall be published in Karnataka Public Procurement portal against the tender. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.2. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids.

# C. PREPARATION OF BIDS

## 8. LANGUAGE OF BID

8.1. The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder shall be in *the* ***English language***. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

## 9. LOCAL CONDITIONS

9.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

## 10. DOCUMENTS COMPRISING THE BID

10.1. The Bidder shall submit the Electronic Bid sheets inclusive of Price bid (Prices shall be quoted in Karnataka Public Procurement portal only) Technical Data Requirements etc., furnished in the bidding documents,

indicating, for the services to be rendered, quantity and prices. The Tender should be uploaded in the Karnataka Public Procurement Portal under a Two Tender document system comprising of Technical Bid and Price Bid.

10.2. The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed in Clause 14 of IFB.

10.3. The Tender Processing Fee and Bid Security shall be in accordance with Clause 12 of Section IFB

10.4. Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

a) **Bid Guarantee**
b) **Price Basis and Payments**
c) **Contract Performance Guarantee**
d) **Payment**
e) **Liabilities**

10.5. The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, and Price Sheets (Electronic Mode Only) and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished. Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

## 11. BID PRICE

11.1. The Bidder shall indicate the ***"Amount for each vehicle per month inclusive of :***

i. Vehicle hiring charges.
ii. Wages to be paid to the drivers including EPF & ESI (as applicable).
iii. Applicable taxes.
iv. Fuel expenses, vehicles expenditures (insurance, wear & tear etc.,)
v. Any other expenditure bound to be incurred.

11.2. Any alteration in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding etc., after the Bid has been submitted.

11.3. Bidders shall enter rate for each type of vehicle per month in the KPP portal. For additional km beyond 2500km and for additional hour beyond 360 hours, the bidders are requested to quote the rate per Km for every addition Km and rate per Hr for extra addition Hr.

11.4. The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

11.5. The Bidder shall quote only in **Indian Rupees**.

11.6. The price shall be on **FIRM** basis

## 12. TAXES AND DUTIES

12.1. The prices quoted by the bidder shall be inclusive of all applicable taxes &

duties.

12.2. While quoting the rate for the services to be provided, the bidder should take in consideration all levies, GST etc. applicable and payable on the services. The bidder shall take into consideration the taxes on labor charges the GST, EPF, ESI as well, wherever applicable. These shall be on Bidder's account and no separate claim on this behalf shall be entertained by the owner either during the contractual period or during the extended period if any.

12.3. Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner.

12.4. The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

12.5. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of Law.

12.6. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of GST etc. in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

12.7. GST/Confessional Sales Tax declaration forms, as admissible, would be issued to the Contractor, on request.

12.8. For any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the owner during the extended period of contract, if any, if extension of the Contract is required due to the causes attributable to the Contractor.

12.9. Any increase in taxes shall be borne by the owner and any reduction shall be passed on to BESCOM.

12.10. The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

## 13. PROVIDING UNIFORM TO THE DRIVERS

The bidder should clearly understand that all the drivers of the vehicles shall be given white uniform when on duty with BESCOM during the contract period. The cost of the same shall be borne by the bidder.

## 14. PERIOD OF VALIDITY OF BIDS

14.1 Bids shall remain valid for **180** days from the date of bid opening

prescribed by the owner unless otherwise specified in the Contract. A bid valid for a shorter period will be rejected as non-responsive.

14.2 In exceptional circumstances, BESCOM may solicit the Bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (by email or by letter). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

## D. SUBMISSION OF BIDS

## 15. FORMAT OF BIDS

15.1 The Bid shall be submitted in electronic form i.e., in KPP Portal only. on or before the last date and time for submission of the bid. Bids not submitted through **KPP Portal and non-payment of EMD** will be **treated as disqualified.**

15.2 No hard copies shall be accepted except the documents mentioned in below clause no: 15.7

15.3 The Techno- Commercial Bid consists of following:

i. Documents as per the qualifying requirements.

ii. Price bid (Prices shall be quoted in Karnataka Public Procurement portal only).

15.4 Bidder shall key in the Prices and other details in Price schedule and necessary documents shall be uploaded on to the website on or before the time and date indicated in the Notification / Section IFB.

15.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15.6 All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences electronically would result in outright rejection of their offers.**

BESCOM is not responsible for the failure on the part of the bidder for non-uploading of tender document to the website on or before the time and date indicated in Karnataka Public Procurement portal.

15.7 The following Documents are to be sealed in a cover and sent to the **Chief General Manager (Elec), Procurement, 2nd Block, 2nd Floor, Corporate Office, K.R. Circle, Bangalore-560001**, so as to reach on or before the last date and time for submission of the bid through KPP Portal i.e. on or before 03.01.2026 17:00 hrs, indicated in the Notification / Section ITB.

1) All Original Self declaration to be submitted on stamp paper.

**All the Documents indicated in Clause 15.7 shall also be uploaded in the appropriate Schedules of Techno Commercial Sheets**.

15.8 Further no modification or withdrawal of Bid shall be allowed after the dead line. The Chief General Manager, Procurement will open the Bids on the date & time noted in "Notification Inviting Bids".

## 16. SUBMISSION OF BIDS:

16.1 Bid shall be uploaded to the KPP portal on or before the last date and time for submission of Bids indicated in Notification in IFB. The bidders shall submit all the documentary evidences/supports in respect of qualifying requirements and other requirements through electronic mode only and no hard copies will be accepted except documents mentioned in clause 14.4. Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers. The bidder must ensure that the bids are received in Karnataka Public Procurement portal only by the date and time indicated in the Tender Notification/KPP Portal. Bids submitted in any other form will not be accepted in any other form.

16.2 In case, BESCOM at his discretion, extend the deadline for the submission of Bids, all rights and obligations of the BESCOM and Bidders previously subject to the deadline will then be subject to the deadline as extended.

16.3 BESCOM reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above.

## 17. LATE BIDS:

17.1 Karnataka Public Procurement portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the Karnataka Public Procurement portal.

17.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the Bidders forfeiture of its bid security.

17.3 The Earnest Money Deposit submitted through online modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:

i. To the successful Tenderer, upon the Tenderer furnishing of the Performance Security Deposit as specified in the tender document.
ii. To the unsuccessful Tenderer, as promptly as possible and in any case within 30 (thirty) days from the date of declaration of the unsuccessful Tenderer by the owner or after finalization of Tender.
iii. In the event of rejection of all tenders or cancellation of Tender process by the Purchaser, within 15(fifteen) days of such cancellation.

# E. BID OPENING AND EVALUATION

## 18. OPENING OF BIDS & CHECKS

18.1 Opening of bids will be carried out as per the schedule notified in the KPP

portal. The **Chief General Manager (Ele), Procurement will open the bids on the specified date & time.**

18.2 The Chief General Manager, Procurement will examine the Bids to determine whether they are complete; whether the Bidder satisfies the eligibility criteria; whether required sureties have been furnished; whether the documents have been properly signed and whether the Bids are generally in order.

18.3 The bids shall be examined to determine whether
i. They are complete
ii. Payment of EMD
iii. The bidder satisfies the eligibility criteria
iv. The documents have been properly signed
v. The bids are generally in order.

18.4 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

18.5 The price bids (in Karnataka Public Procurement portal mode) of all the "Techno-commercial" Responsive Bidders shall be opened after evaluation of Technical bids. The date/time of opening the Price bid shall not be intimated separately.

## 19. CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## 20. ACCEPTANCE OF TENDERS

20.1 BESCOM does not bind itself to accept the lowest or any tender, neither will any reason be assigned for the rejection of any tender or part tender. The tenderer on his part binds himself to provide any items selected from his offers in part or whole at the option of the Corporation.

20.2 BESCOM reserves itself the right to reject any tender, which does not conform to any of the above conditions.

## 21. PRELIMINARY EXAMINATION

21.1 BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.

21.2 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its

tender security may be forfeited.

21.3 BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## 22. EVALUATION OF THE TENDERS:

**Techno – commercial evaluation**

22.1 A substantially responsive bid shall be one, which is in conformity to all the terms and conditions of the bidding documents without deviations.

22.2 The techno-commercial bids shall be evaluated generally on the following points but not restricted to the same:

i. EMD payment,
ii. Qualifying Requirements,
iii. No-deviations.

22.3 All Technically Responsive Bids shall then be examined to determine the LOWEST EVALUATED TECHNICALLY AND COMMERCIALLY RESPONSIVE BIDS.

22.4 A Bid determined as substantially non-responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**Financial Evaluation**

22.5 The financial evaluation shall be carried out for the bids which are qualified as techno-commercially responsive.

22.6 The owner will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

22.7 The evaluation shall be on the basis of Hiring Rate per vehicle per month quoted and also any discounts offered by the Bidder only.

22.8 The rates quoted w.r.t extra Km (per Km rate) beyond 2500 Km and extra hours beyond 360 Hrs (per Hr rate) in the price schedule, will not be considered for evaluation purpose. However, these quoted rates should not be un-reasonable and decision of the BESCOM in finalizing these rates after negotiation (if necessary) will be final and binding.

22.9 Based on the Evaluated Bid Price of each bid, the ranking of bidders i.e. L1, L2 etc., will be determined. Wherein L1 is the least Evaluated Bid Price amongst evaluated bid prices of all bidders.

22.10 In the event of qualified bidders quote the same L1 price for the tendered services then following procedure shall be followed for declaration of Successful L1 Bidder.

- All the Bidders who have quoted the same L1 price for the tendered service shall be invited for price negotiation and after obtaining the negotiated rates, the Bidder who has offered the

lowest negotiated price after price negotiation shall be declared as a Successful L1 Bidder.

- Even after price negotiation, the negotiated price of two or more L1 Tenderers remain the same, the Tenderer having the highest Average Annual Turnover as per the turnover clause specified in Qualification Criteria shall be declared as the Successful L1 Tenderer.
- Decision of BESCOM will be final in this regard.

22.11 The contract shall be awarded to the Successful L1 Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid price for total scope of tender provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

## 23. CONTACTING THE OWNER

23.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/ representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

23.2 No Bidder shall contact the Owner on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

23.3 Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

## 24. NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

# F. AWARD OF CONTRACT

## 25. AWARD CRITERIA

25.1 Chief General Manager (Ele.,), Procurement will award the Contract to the successful Bidder whose bid has been determined to be responsive and has been determined as the lowest bid, provided further that the Bidder is

determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.

25.2 While awarding the Contract to the successful bidder, the approved Rate per vehicle per month will be final for arriving at the total contract price.

**Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred for providing the services to BESCOM. The successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid to any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority. The successful bidder shall in compliance with the above and keep BESCOM indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax or any other charges that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.**

25.3 Notwithstanding the above, if it is found that the performance vis – a - vis work awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

25.4 Bidder shall note that BESCOM may not award the contract to successful bidder, even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

## 26. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the owner's action.

## 27. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

## 28. NOTIFICATION OF AWARD

28.1 Issue of Letter of Intent notify the award. Bidder, shall confirm acceptance by returning a signed copy of the Letter of Intent within 7 days from the date of LOI.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Tenderer's furnishing of performance security, Detailed contract order will be placed on the successful Tenderer.

28.4 In case of revision of GST rates during the contractual period, BESCOM and Contractor are liable for payment/refund accordingly.

## 29. EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

## 30. SIGNING OF CONTRACT

30.1 At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

30.2 The Contract agreement shall be executed within **15 days** from the date of receipt of LOI, for the entire contract, on Karnataka Government stamp paper of value according to Stamps Act. The Contract Agreement shall jointly be executed by the Chief General Manager, Electy, Procurement, BESCOM and the successful Bidder.

## 31. CONTRACT PERFORMANCE GUARANTEE

31.1 The Successful Bidder to whom the Contract is awarded, shall be required to furnish the Performance Guarantee in the form of Bank Guarantee issued by a Public Sector Indian Bank/Scheduled Commercial Bank /e-BG from the Banks which are integrated with NeSL in favour of the Chief General Manager, Procurement, BESCOM. **The Contract Performance Guarantee amount shall be equal to Five percent (5%) of the total contract value** and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. The Guarantee shall be valid up to 90 days after the end of contract Period.

31.2 The successful Bidder guarantees the successful and satisfactory Vehicle services under the Contract, as per the specifications and documents.

31.3 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

31.4 The Performance Guarantee will be returned to the Contractor without any interest at the end of stipulated period, unless otherwise specified in the Contract.

31.5 The Tenderer will be blacklisted, if the performance bank guarantee turns out to be fake during confirmation from the bank regarding genuineness of BG submitted by the bidder.

31.6 Contract Performance Guarantee/Security Deposit is refundable, after the satisfactory completion of the Contract Period and will not carry any interest.

31.7 The contract performance security shall be retained till the expiry of 90 days after the end of Contract Period as referred to herein after

## 32. TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days' written notice of default sent to the successful Bidder, terminate the Contract in whole or in part.

a) If the successful Bidder fails to deliver the services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the successful Bidder fails to perform any other obligation(s) under the Contract.

**Sd/-**

**Chief General Manager, (Ele)**
**Procurement, BESCOM**